A Guide to the Labour Relations Act

Alberta

LABOUR RELATIONS BOARD

A GUIDE TO THE
LABOUR RELATIONS ACT

prepared by

the Alberta Labour Relations Board

August 1986

Caution:

This guide has no legal authority. With respect to any particular problem, the Labour Relations Act, including any amendments, must be consulted for actual wording. This guide is intended only as a simplified reference to the Labour Relations Act.

Throughout the text, section numbers in the Labour Relations Act to which readers should refer are shown in brackets.

Preface

The Labour Relations Board has prepared this guide to the Labour Relations Act in the hope that employees, employers, trade unions, students and the public may acquire a better understanding of the Act and of the administration of the Act by the Board. It should be noted that the Labour Relations Act is subject to amendment from time to time, and the policies of the Board in interpreting and administering the Act change and evolve over time. The staff of the Labour Relations Board and of Alberta Labour cannot provide legal advice regarding the steps one could take to solve a particular problem. However, they may be able to direct an individual to the proper section of the Act and to describe the policies and procedures of the Board. For further information, or more copies of this guide, contact:

The Registrar
Labour Relations Board
Deerfoot Junction - Tower 3
1212 - 31st Avenue N.E.
Calgary, Alberta
T2E 7S8

Phone: 297-4333

The Secretary or the Registrar
Labour Relations Board
503, 10808 - 99 Avenue
Edmonton, Alberta
T5K 0G5

Phone: 427-8547

For information concerning the mediation processes and certain collective bargaining provisions contained in the legislation, contact:

Alberta Labour
Mediation Services Branch
Deerfoot Junction - Tower 3
1212 - 31st Avenue N.E.
Calgary, Alberta
T2E 7S8

Phone: 297-4347

Alberta Labour
Mediation Services Branch
905, 10808 - 99 Avenue
Edmonton, Alberta
T5K 0G5

Phone: 427-8301

Copies of the Labour Relations Act are available from Publication Services at:

J.J. Bowlen Building
620 - 7th Avenue S.W.
Calgary, Alberta
T2P 0Y8

Phone: 297-6251

11510 Kingsway Avenue
Edmonton, Alberta
T5G 2Y5

Phone: 427-4952

The Board also will make available on request any or all of its Informational Bulletins, each of which covers the policies and procedures of the Board in a specific area. A list of the Informational Bulletins available at the time of publication of this guide is on page 26.

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Chairman's Message

The intent of this Guide is to help employees, employers and unions develop a fuller understanding of the Labour Relations Act and the important rights it aims to protect. Too many disputes that come before the Labour Relations Board are the result of, or are aggravated by misunderstandings of how collective bargaining works. The most harmonious bargaining relationships are those in which unions, employees and employers each know and understand their rights and obligations under the collective bargaining system.

The Board, as an independent referee in this system of free collective bargaining, plays an important role in fostering a healthy collective bargaining climate. Sometimes, when labour strife is in the news, one loses sight of the many thousands of collective bargaining relationships that continue to operate and prosper in a spirit of mutual respect and understanding. I hope this Guide contributes to and encourages that cooperative spirit by helping to prevent misunderstandings and creating greater understanding of the collective bargaining system in Alberta.

As this Guide is prepared for publication, the Government of Alberta is undertaking a review of the labour legislation. I believe this Guide, by answering the most commonly asked questions about the Act, will enable more people affected by the legislation to contribute to this important process of reform.

Andrew C.L. Sims
Chairman

LABOUR RELATIONS IN ALBERTA

Alberta recognizes the right of employees to join unions and to bargain collectively through those unions with their employers. The system that gives substance to those rights works in the following way:

A trade union wishing to bargain for a group of employees of an employer **(a bargaining unit)** must acquire the right to bargain for those employees either by obtaining a certificate from the Alberta Labour Relations Board after proving they have the support of a majority of the affected employees, or else by getting the employer to recognize the union voluntarily.

A union with bargaining rights can then require the employer to meet and bargain over the terms and conditions of employment for the employees in the unit. Each side must bargain in good faith in an effort to arrive at a **collective agreement** that will govern those terms and conditions over a set period of time.

The Alberta law encourages the use of free collective bargaining to resolve bargaining disputes. However, if the parties are unable to resolve their differences, the Act provides one of two means for resolution. In some situations the parties have the option of resolving their disputes by imposing economic pressure on the other side through a strike or a lockout. In other situations, in light of the public interest, the legislation substitutes a system of arbitration **(interest arbitration)** to take the place of strikes or lockouts.

Once a contract is agreed upon, its terms bind all employees in the bargaining unit. Every contract must provide for a method of resolving on-the-job disputes during that contract's term. This system is also called arbitration **(rights arbitration)** and involves unresolved disputes being submitted to a third party. No strike or lockout is permitted during the term of a contract.

By prohibiting strikes over union recognition (by replacing them with a system of board-supervised certificates) and by prohibiting strikes or lockouts during the term of a contract (by using rights arbitration instead) this scheme of legislation ensures that strikes and lockouts occur only when the parties, after bargaining in good faith, have been unable to agree on the terms to be included in their next agreement.

These basic elements are common features of the Canadian labour relations system. What follows is a more specific review of how the system works under the provisions of the Alberta Labour Relations Act.

THE LABOUR RELATIONS ACT

The Labour Relations Act is the legislation which governs labour relations in the province.

The Act does not apply to everyone (Section 2). Employers and employees in the provincial government, farm or ranch labour, domestic work, self-employment, and in industries regulated by the federal government are excluded.

Some other employees in Alberta have their labour relations governed entirely by special acts, such as the Colleges Act and the Technical Institutes Act, or partially so, as is the case under the Police Officers Collective Bargaining Act and the Schools Act.

The Act also excludes people who, in the Board's view, exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations. It does not apply to doctors, dentists, architects, engineers and lawyers while they are employed in their professional capacities (Section 1(1)(k)).

Rights of Employees and Employers

The Labour Relations Act contains a number of provisions outlining the rights and responsibilites of employers, trade unions and employees in labour relations.

Employees have the right to form or to join a trade union of their choice and to bargain collectively with their employer through a bargaining agent (Section 32(1)). They should not, however, organize during working hours at the workplace without the employer's consent (Section 138(d)).

It is illegal to fire an employee for supporting a trade union. If this happens, either the employee or the union may file a complaint with the Board. If the Board agrees that the employee has been fired illegally, the employer may be ordered to reinstate the employee and pay compensation for lost wages and benefits.

Employers may not interfere with their employees' right to join a trade union by attempting to coerce, intimidate or unduly influence them, although employers have the freedom to express opinions and state facts. The employer may not participate in the affairs of a trade union, although co-operating with the union by permitting employees to attend to union business during working hours, providing transportation to union representatives during collective bargaining, or allowing the union to use the employer's premises is allowed. The employer may also make donations to the trade union to be used solely for the welfare of the members of the trade union and their dependents (Section 137(2)).

The Board will not certify a union if it feels that the union is dominated or unduly influenced by the employer (Section 39(1)).

Just as an employee is allowed to join the trade union of his or her choice, the employer has the right to freely choose to join an employers' organization.

THE LABOUR RELATIONS BOARD

The Board is the independent administrative body which is responsible for the interpretation and enforcement of the Labour Relations Act. The Board is like a court in that it is independent and has formal procedures and hearings, but unlike a court, it actively encourages dispute resolution, employs officers for investigations and is involved in important policy decisions.

The Board is made up of a chairman, two vice-chairmen, and a number of part-time members. The members are appointed by the provincial cabinet for their experience and knowledge in the field of labour relations.

The Board is fully representative with equal representation from labour and management. Its members are all directly involved in labour relations either with employers or with trade unions, and they are drawn from all areas of the labour relations community.

Does the Board deal with unpaid wages or employment standards?

No, neither the Labour Relations Act nor the Labour Relations Board deals with employment standards legislation or unpaid wage claims. These issues are dealt with by the Employment Standards Branch of Alberta Labour which administers the regulation of hours of work, the payment of wages, vacation and general holiday pay, the termination of employment, maternity benefits and the employment of adolescents and young persons. Enquiries about any of these areas, and about collecting unpaid wages should be directed to the Employment Standards Branch.

Employment Standards
Rm. 403, 10339 - 124 Street
Princeton Place
Edmonton, Alberta
T5N 3W1

Phone: 427-3731

Employment Standards
Deerfoot Junction, Tower 3
#3312, 1212 - 31st Avenue, N.E.
Calgary, Alberta
T2E 7S8

Phone: 297-4339

What kinds of applications are brought before the Board?

The Board receives, investigates and decides applications for certification from trade unions. It also hears applications to vary or revoke certificates previously issued. It supervises strike votes and resolves disputes that arise concerning the operation of the Act or the collective bargaining process.

The Act imposes a series of duties on unions, employers and individuals to ensure the rights of individuals under the Act are protected and can be exercised without interference or coercion. Any party alleging any provision of the Act has been violated may file a complaint of an unfair labour practice which the Board will investigate and try to settle (Section 141). If necessary, the Board will rule on the complaint. The Board has the power to decide whether a strike or lockout in progress is illegal and, if necessary, order that it cease.

The Act makes provisions for the settlement of disagreements between the parties relating to a wide range of possible items of conflict. The Board will, upon application, investigate and determine, for example:

- whether a person is an employee (e.g. as opposed to being an independent contractor or a managerial employee);

- whether an employee is affected or bound by a registration certificate; and

- whether a person falls within or outside of a bargaining unit described in a certificate.

Several other determinations of the Board are outlined in section 8(2) of the Act. The Board has a general power to resolve differences about the application or operation of the Act under section 21, but it will not use this power to resolve differences that are properly resolved by arbitration.

Do all applications made to the Board require a hearing?

No. The Board may process and decide cases without a formal hearing, but hearings are usually held when the issue is a contentious one. The Board may decide not to hold a hearing if there have been no objections to an application from those affected by it and if both legislative requirements and Board policies have been met; or if the matter can be dealt with effectively by the use of written submissions.

Is a board hearing like a court trial?

Board hearings are less formal than court trials. Although the parties affected by an application before the Board have the right to be represented by a lawyer, they do not have to be. Instead, they may represent themselves or have someone else who is not a lawyer act for them. The Board is, however, similar to a court in some ways. Evidence is usually given under oath, and witnesses may be cross examined.

The Board will frequently encourage the parties to settle their differences. When the Board makes a ruling it is final and binding. Board orders can be filed in court and enforced as court orders. While there is no appeal from Board decisions the court does have the power to review those decisions and to set them aside if they exceed Board powers under the Act, or involve an interpretation of the law that is obviously unreasonable.

Who can take part in a board hearing?

Just as in a court of law, the Board's proceedings are open to the public, but only those directly affected by the matter, or their representatives, may participate.

TRADE UNIONS

A trade union is defined by the Act as "an organization of employees that has a written constitution, rules or bylaws, and has as one of its objectives the regulation of relations between employers and employees" (Section 1(1)(w)).

Trade unions represent a specific group of employees, in negotiating with the employer and otherwise acting on the employees' behalf. A union may be a local of a provincial, national or international union or it may be an organization which represents only the employees of one plant or business.

A trade union is formed when a number of employees, agreeing to work as a group, satisfy the legislative requirements by drafting a constitution and bylaws, taking in members and electing officers. More commonly, employees wishing to be unionized will contact an existing trade union and apply to become a chartered local of that union, or join an existing local union.

The negotiating between a trade union and an employer to set terms and conditions of employment is called **collective bargaining**. Wages and hours of work are arrived at by collective bargaining, as are such other negotiable matters as vacations, seniority rights, and protection against dismissal without cause.

The written agreement reached between the employer and the trade union is the **collective agreement**, which must remain in force for a specified period of time. The employer, the trade union and the individual employees are all bound by this agreement.

Bargaining Rights are the exclusive authority given to a trade union to represent a group of employees of a particular employer.

HOW DOES A TRADE UNION OBTAIN BARGAINING RIGHTS?

There are two methods: **voluntary recognition** and **certification**. The employer may voluntarily recognize the trade union as the bargaining agent for a group of employees as set out in an agreement (Section 32(3)), or the union, after satisfying certain legal requirements, may obtain a certificate from the Labour Relations Board, which gives it the authority to bargain for the employees (Sections 34-40).

CERTIFICATION

A trade union must demonstrate to the Board that it has the support of the majority of employees in the bargaining unit it seeks to represent, and the unit itself must be appropriate for collective bargaining (Section 38).

Some restrictions apply:

The union must have had its constitution or bylaws on file with the Board for at least 60 days (Section 33). If the union previously lost or withdrew a certification

application for the unit it must wait 90 days or get the Board's consent before re-applying. If it had been decertified for that unit, it would have to wait six months before re-applying (Section 49).

During a strike or lockout, a trade union needs permission from the Labour Relations Board to apply for certification (Section 34(4)).

It is possible for two or more trade unions to make a joint application for certification (Section 35).

When the Board receives an application for certification, it notifies the employer and any other parties that have a legitimate interest in the matter. The employer is required to place a notice at the workplace advising the employees that certification has been applied for. A labour relations officer will then be assigned to investigate the application.

From the date an application for certification is received by the Board, the employer may not alter the terms and conditions of employment unless the change is in accordance with established practice or unless the trade union gives its consent. This restriction continues until 30 days after the certificate is granted, or if it is refused, until the date of the refusal (Section 136(1)).

Once it has been certified, a trade union can require the employer to meet and bargain in good faith for a collective agreement (Section 73). The certified union is the only body with lawful authority to bargain for the employees in the specified bargaining unit. No other union may seek to bargain for those employees, and the employer may not negotiate with any other union, or with individual employees, once a union is certified (Sections 40(1), 137(3)(f) and 138(6)).

How long are bargaining rights protected?

This protection of the bargaining rights of a certified trade union is limited. Another union may apply to be certified to replace it during what are sometimes called **open periods** (Section 34(3)):

- When 10 months have passed after certification, if a collective agreement has not been reached;

- When 10 months have passed after the courts have upheld a disputed certification, if a collective agreement has not been reached;

- Within two months of the end of the term of a collective agreement of two years or less; or

- When an agreement is for a term of more than two years, within the 11th or 12th month of the second or any subsequent year of the term, or within the two months prior to the end of the term.

How is an application for certification investigated?

The investigating officer gathers relevant information about the application, and prepares a report. Specifically, he or she investigates both trade union and employer records to determine whether the two key conditions of certification are met:

1) that the unit of employees for which the trade union is applying is appropriate for collective bargaining, and

2) there is majority support for the trade union amongst the employees in the unit.

When the officer's report is completed, copies are sent to the employer, the applicant trade union, and other affected parties, any of whom may object to the report or to the application for certification. If objections are received, the matter may go to a hearing, or further investigation may be undertaken. More detailed information is available in Information Bulletin 16-86.

Will the report contain information about individual employees?

The report that goes to the Board contains information about which individuals have joined the union, applied for membership or signed petitions, but on the copies that are sent to the affected parties this information is blanked out. The Board is not required to divulge this confidential information about a person's union affiliation (Section 24).

What is an "appropriate bargaining unit"?

The Board can only certify a group of employees (a unit) if the employees fit together in a group that is suitable for collective bargaining. The Board must decide whether the employees are likely to have common concerns or a community of interest. In deciding this the Board will look at the nature of the work the various employees do, their training and skill, their geographical location and similar factors. It will also look at the make-up of the employer's business and try to ensure that the bargaining unit will be a viable one in that environment. In some cases an "all employee" unit is appropriate; in others only part of an employer's workforce may be appropriate as a bargaining unit.

In some industries, such as construction and hospitals, the Board has well-established guidelines describing what it considers to be the appropriate bargaining units for that industry. Informational Bulletins and prior Board decisions describe bargaining unit guidelines whenever they are established. As a bargaining unit can only include employees, as defined by the Act, managerial personnel are, by definition, excluded.

How can the union demonstrate it has majority support?

A union can demonstrate its majority support in one of two ways. It can show that a majority of the employees in the unit on the date of application are, or have applied to be, members in the union, or it can show majority support through a petition. When a union relies on membership, applications for membership or both, it must demonstrate that it had sufficient members or applications on the relevant date, which is the date of the certification application. Those who may later change their minds, for or against the union, and those hired after that date do not affect the majority count.

Where the trade union relies on applications for membership, those applications must have been made no longer than 90 days before the certification application is filed with the Board. The applicants for membership must each have paid at least $2.00 to the union with their application. Applicants must have paid this money on their own behalf (Section 38(2)).

Usually, no vote is held on an application based on membership evidence unless there is some serious doubt about the validity of the majority support as a reflection of the employees' true wishes. This doubt would exist, for example, when two unions each claimed the majority support of the same group of people, or when there is real doubt cast on the authenticity or voluntary nature of the membership evidence. In these situations, the Board may order a vote as a back-up system for testing majority support. A vote is always held when the application is based on a petition (Section 38(2)(b)).

Can an employer object to a certification application?

Yes, employers are entitled to object to applications for certification by their employees. The Board will notify the employer as soon as the application is received. The employer will then receive the officer's report as soon as it is prepared and will be given a set period in which to notify the Board of any objections to the contents of that report. Such objections should be filed in writing and should specify clearly what is being objected to, explaining, for example, why a proposed bargaining unit is inappropriate, or in what respect the evidence of majority support is defective. If objections of substance are raised, the Board may investigate the matter further or may set the case for a hearing when the evidence on which the objections are based can be presented. Employers, however, are not allowed to interfere with the employee's freedom to select a union and evidence of employee opposition generated by the employer is usually given very little weight.

Can an employee oppose a trade union's application for certification?

Yes. Any member of the bargaining unit affected by an application can file a written statement of objection with the Labour Relations Board, and will be entitled to appear to voice an objection if a hearing is held. If any written employee objections do not cast doubt on the union's majority support at the relevant date, or otherwise cast doubt on the validity of the application, the union may be certified without a hearing.

A written statement by employees objecting to the certification should include their signatures, printed names, addresses and telephone numbers, and should identify the employer. The statement should state clearly the reason for opposition to the application, and should be filed with the Registrar of the Board by the date shown on the notice to employees posted at the work place. (See Informational Bulletins 3-82, 13-82, and 16-86.)

What effect does the statement of objection have?

The statement lets the Board know that the employees have concerns about the application. The persons making the statement, or their representative, will be notified about and have the right to attend and participate in a Board hearing on the application if one is scheduled.

They may be required to testify under oath about the circumstances under which the statement was drafted and the manner in which any signatures were obtained, and the reasons for the objection. The Board will usually attach very little weight to objections filed under the influence of management, or by persons unwilling to appear to testify.

CERTIFICATION VOTES

When faced with conflicting evidence about an application, the Board may call for a certification vote. A vote is always held if the application for certification is based on a petition.

In any certification vote, the Board determines who is eligible to vote, and a list is posted on the employer's premises in advance. Anyone who feels they have been wrongly excluded may approach the returning officer while the polls are open, and the officer will decide if that person is eligible or not.

The majority vote of those employees who actually vote determines the outcome of the vote.

What options do employees have in a certification vote?

If no trade union represents the bargaining unit, then the employees may decide whether they do or do not wish the applicant trade union to represent them.

When the certification vote involves a trade union which is attempting to be recognized as the bargaining agent for a group of employees already represented by another trade union, the vote will determine if the employees choose the new union. If the new union is certified, the old trade union ceases to be the bargaining agent for that unit. If the new one is not chosen, the old union remains as the bargaining agent. It is a majority of those who actually vote that decide the issue.

Can there be electioneering?

Votes are usually held at the workplace, and the Board does not allow electioneering at the place of the vote for a minimum of 48 hours prior to the date and time of the vote until the vote has been conducted. This restriction usually only applies to electioneering at the voting place. There is usually no restriction on off-site electioneering by either party, in the form of meetings at other locations or mailings to employees' residences, for example. If electioneering is threatening or intimidating, however, it may amount to an unfair labour practice.

Who conducts the vote?

The Board appoints a returning officer to conduct the vote. The trade union, the employer and any other affected parties are each entitled to have a scrutineer at each polling station. The returning officer ensures anyone casting a vote is entitled to do so. Normally, at the conclusion of the vote, the returning officer will count the ballots in the presence of the scrutineers.

How are disputes about a vote resolved?

An objection may be made in writing at the time of the voting or at the conclusion of the voting. If the dispute cannot be resolved by the returning officer, then the ballot box is sealed at the conclusion of the vote. A Board hearing may then be scheduled to deal with the matter.

If a trade union fails in its application for certification, when can it re-apply?

The union cannot make another application until 90 days have passed from the date of the refusal of the previous application, unless the Board gives it permission to re-apply sooner (Section 49).

TERMINATION OF BARGAINING RIGHTS

Employees who are not satisfied with the performance of the trade union which represents them can have that union's bargaining rights terminated, and then bargain individually with the employer, or join a different union.

The Labour Relations Board must be satisfied that a majority of employees in the bargaining unit want to make the change. The employees may make an application to the Board in the form of a petition which expresses their wishes and gives the name of the employer and of the trade union, and the names and signatures of those employees who want to have the union's certification revoked.

The application may be made only during open periods (defined earlier), and the Board's consent is needed to make an application during a strike or lockout (Section 42).

Similar timing limitations are imposed when employees wish to apply during the term of a collective agreement to revoke the bargaining rights of a union which has been voluntarily recognized rather than certified (Section 45).

If the Board grants revocation, any collective agreement which had been in force is no longer binding on any of the parties. The employer and the individual employees are then left to negotiate or amend terms of employment with each other directly (Section 43(2)).

The union affected by the revocation may not apply for certification or enter into a collective agreement for six months from the date of revocation (Section 49).

How can employees change trade unions?

The employees may join another trade union which can then apply for certification. It is not necessary to have the bargaining rights of the first union revoked; if and when the second union is certified, the first union automatically loses its right to represent the employees. The new union may apply for certification only during open periods.

The same basic procedure is followed if the old trade union was not certified, but voluntarily recognized by the employer as the bargaining agent for the unit.

If a collective agreement was in force at the time of the change, the newly certified trade union becomes a party to it, but may terminate that agreement by giving two months' written notice (Section 40).

Can an employer apply to revoke a trade union's certification?

Yes, but the employer or former employer may apply for revocation only when there is no collective agreement and there has been no collective bargaining with the union for three years after certification, or if there has been no collective bargaining for three years after the collective agreement has expired.

UNION SECURITY

Once it has been certified, a trade union becomes the exclusive bargaining agent for all employees contained in the bargaining unit set out in the certificate. The trade union and the employer may agree to include one of several approaches to union membership in the collective agreement, and the agreement that is reached determines the extent of the employees' obligation to belong to or to support the trade union.

The names given to the five common types of union security arrangements, and the obligations they involve are:

• The union shop

All present and future employees must join the trade union within a specified time after they are hired, and must remain as members in good standing as a condition of continued employment. Dues must be paid to the union.

• The closed shop

A person must be a member of the union before being hired by the employer, and must remain a member of good standing as a condition of employment. Dues must be paid to the union.

• The agency shop - the "Rand formula"

This clause does not require employees to join the trade union but non-members must pay the union an amount equal to the dues paid by members. The agency shop arrangement is commonly called the Rand formula.

• Maintenance of membership

Employees need not join the union, but those who are already members must maintain their membership and pay dues as a condition of continued employment.

• Dues Checkoff

The Labour Relations Act provides for the compulsory deduction of union dues by the employer upon receipt of written authorization from the employee. This written authorization must be complied with whether or not the union is certified or whether or not a collective agreement is in force (Section 27).

EMPLOYERS' ORGANIZATIONS

Employers sometimes wish to join together to bargain collectively with a trade union. The Act allows this in one of three ways Frequently, employers will voluntarily authorize a consultant or other individual or an employers' organization to bargain with a trade union as the employer's agent. The Act allows this procedure, in which the agent simply bargains for a contract on behalf of the employer or on behalf of several employers at once. The employer may withdraw from this process, and bargain on its own behalf, at any time.

A more formal procedure for group employer bargaining is allowed by section 75 of the Act. An employers' organization may be authorized in writing by a number of employers to bargain on a group basis on their behalf. Once employers commit themselves to group bargaining in this fashion the employers' organization continues to represent them until the dispute is settled or a strike or lockout occurs, after which they are free to withdraw from the group. A union must be given the list of all employers in the group within 10 days of the service of any notice to begin collective bargaining, and no further employers can be added to the list later without the union's consent.

The third form of group bargaining occurs only in the construction industry. Employers, for construction work only, can join together to form an employers' organization that can become **registered**.

CONSTRUCTION REGISTRATION

The Act (Sections 50 to 61) allows an employers' organization to apply to become a **Registered Employers' Organization** for all employers in an area of the construction industry who have a bargaining relationship with a trade union. Once an organization becomes registered it is exclusively entitled to bargain with that trade union on behalf of all employers coming within the scope of the certificate (Section 54). This creates a form of multi-employer bargaining that is binding on all employers affected whether or not they are members of the employers' organization.

What does a registration certificate cover?

There are three key factors that determine the appropriate "area of the construction industry" and thus affect the scope of a registration certificate. The first factor is the sector of construction. The Board currently issues certificates covering one of three sectors of the construction industry: pipeline construction, road building, and general construction. General construction includes industrial, residential, institutional and commercial construction work. The second factor is territory. It is the Board's policy to make registration certificates apply to the same geographical area of the province as the relevant trade union's area of jurisdiction. This may be all of Alberta or it may be some smaller area. The third factor is the trade jurisdiction (for example, all carpenters' work, or all bricklayers' work). In defining trade for registration purposes the Board uses the same trade divisions used for certification purposes. (See Informational Bulletin 11-82)

Thus registration certificates are issued for a particular sector, territory and trade jurisdiction. For example, a registration certificate may read: "All pipefitting and pipe welding work (the trade) performed by employees engaged in the pipeline construction industry (the sector) for a territory comprising the Province of Alberta (the territory)."

How does an employers' organization become registered?

An Employers' Organization may apply to become a Registered Employers' Organization in much the same way as a trade union can apply to become certified. It must have a Constitution or Bylaws that have been filed with the Board (Section 50). The organization must claim to have a majority of employers in the relevant area of the construction industry as members (Section 51). When the Board receives an application it conducts an inquiry to determine whether the application is timely (considering any seasonal nature of the work), and whether the territory and trade jurisdiction applied for are appropriate.

The Board will investigate the number of employers who have a bargaining relationship with the union, and who are actively working in the relevant sector,

territory and trade jurisdiction over whatever period of time the Board thinks appropriate. The Board then determines whether the majority of those employers are members of the employers' organization applying to be registered.

Which employers are bound by registration for a given trade union?

A registration certificate applies only to a specified trade union local. The Registered Employers' Organization has authority to bargain on behalf of all those employers engaged in work in the specified territory and trade jurisdiction who have a bargaining relationship with that local union. (The union may have established its bargaining rights by certification or by voluntary recognition.) The Registered Employers' Organization bargains for, and any agreement is binding upon, all those employers for whom the union holds bargaining rights. It also bargains for, and the agreement also binds employers engaged in the construction industry who agree to comply with any of the terms of a collective agreement with the trade union in respect of work falling within the scope of the registration certificate. Registration applies to all these employers whether or not they are members of the Registered Employers' Organization.

Can an employer covered by registration bargain directly with a trade union?

Generally the Registered Employers' Organization is the only party entitled to bargain with the trade union in respect of activities covered by the registration certificate. This exclusive bargaining authority continues whether or not a collective agreement is in place, until the certificate is revoked. However, employers are free, 60 days after any strike or lockout commences, to enter into a voluntary settlement directly with the trade union, even if other employers do not. A settlement made after this 60 day period lasts until a collective agreement is reached with the Registered Employers' Organization, which then takes over and binds that employer. Any other form of settlement directly between the employer and the union is of no effect (Section 108-110).

What happens when a construction employer becomes certified?

If there is no registration certificate in place the employer is like any other employer and the same procedures set out elsewhere in this guide apply.

When a construction employer becomes certified by a union local for activities falling under a registration certificate, that employer is affected by registration. That means, if a collective agreement is in effect, they are immediately bound by that agreement and must comply with its terms and conditions. If no agreement is in effect the employer and employees become part of the dispute between the union and the Registered Employer's Organization and join that dispute at whatever stage that dispute has reached.

Can the registration of an employers' organization be cancelled?

A registered employers' organization or any employer affected by that certificate may apply to the Labour Relations Board to have the registration certificate cancelled, but only at certain times as set out in section 59 of the Act. The Board will determine whether a majority of affected employers want the certificate cancelled (Section 60).

COLLECTIVE BARGAINING

Collective bargaining usually starts when one party serves the other party with written notice to bargain. The union and the employer must meet and bargain within 15 days from the serving of the notice. The object of the bargaining is to reach a new collective agreement or to amend an existing one (Section 73).

If the union is newly certified and no agreement is in effect, the notice to bargain may be served at any time. If a collective agreement is in force, the notice to bargain must be served between 30 and 90 days before the existing collective agreement expires, unless the collective agreement specifies a longer period.

What can be done if one side refuses to meet or negotiate in good faith?

The Act requires the parties to meet with each other and to bargain in good faith. They must make every reasonable effort to enter into a collective agreement. If one party feels the other is failing to meet or is breaching this obligation by their conduct, that party may file a complaint with the Board which will attempt to settle the question (Section 139). If it cannot be settled, the Board will hold a hearing, make a finding and, if necessary, issue directives or impose conditions to ensure that good faith bargaining resumes (Section 142(6)).

When do collective agreements end and what happens then?

Every collective agreement must have a fixed term, which means a fixed date on which it expires. This is important because it influences the "open periods" referred to earlier, and it determines when notices to bargain can be given. If an agreement is signed without a fixed term the Act says that the agreement will last one year.

Except where a disputes inquiry board has been appointed, the Act does not freeze terms and conditions of employment after a contract expires. Once an agreement expires, the employer and union have a responsibility to each other to meet and negotiate in good faith.

Even though the Act does not automatically extend the terms of a contract after its expiry, the parties may agree that the contract will continue while they bargain collectively. Under section 80 of the Act, parties may, and frequently do, agree to continue the terms of an otherwise expired contract while they continue to negotiate. Such agreements may be in the original collective agreement, or in a

separate agreement arrived at later. Such "bridging" or "extension" agreements end if a strike or lockout occurs, or on the date the parties agree it will end, or when bargaining ceases and an impasse is reached.

A second type of agreement, often confused with a section 80 bridging agreement, but quite different, is an automatic renewal clause. Parties will frequently agree that if no notice to bargain is given in the period for giving notices, then the contract will automatically renew itself, usually for a further year. Such clauses are valid and if nothing is done to start bargaining at the end of the contract, a renewed contract automatically comes into existence.

When is a mediator appointed?

If the parties in collective bargaining cannot come to an agreement, a mediator may be appointed in an attempt to settle the dispute.

A mediator, who is on the staff of the Department of Labour, may be appointed by the Director of Mediation Services at the request of either or both parties to the dispute, or at the direction of the Minister of Labour. The mediator's function is to hear both sides of a dispute and encourage and assist the parties to reach a settlement (Section 84).

When a mediator is appointed to a dispute involving employees prohibited from striking (section 117.1), the mediator will attempt to settle the items in dispute. If unable to bring about a settlement within 14 days of receiving the appointment, he or she will forward a list of all items in dispute to the Minister. The Minister may appoint a compulsory arbitration board or he may order the parties to return to collective bargaining.

What is a disputes inquiry board?

The Minister of Labour may appoint one or more persons to attempt to settle a dispute before or after a strike or lockout begins. This is known as a **Disputes Inquiry Board (D.I.B.)**. Not more than one such board will be appointed for a dispute, and that board may also be asked to handle any disputes of a similar nature (Sections 93 to 104).

How does a disputes inquiry board work?

A Disputes Inquiry Board may determine its own procedure. It has the authority to require the attendance of persons or the production of documents about the dispute, and to try to bring about a settlement. If unable to mediate an agreement, it will make recommendations on each item in dispute. This list of recommendations may be published (i.e. made public) by the Minister of Labour.

These recommendations are not binding, but if they are accepted by both parties, they are included in the terms of a collective agreement.

If an employer's organization or a union do not accept a D.I.B.'s recommendations within 10 days after receiving the report from the Minister, the Labour Relations Board must conduct a vote amongst the employers or employees represented by the bargaining agent (Section 102.2). The purpose of the vote is to ascertain whether those employers or employees affected by the dispute are willing to accept the recommendations. If both sides, either by direct acceptance, or by a vote of those affected, accept the D.I.B. recommendations, the recommendations become part of a collective agreement and binding. If either side still rejects the recommendations, the work of the D.I.B. is concluded and the parties continue their dispute and any strike or lockout until they negotiate a settlement themselves.

STRIKES AND LOCKOUTS

A trade union may wish to apply to the Labour Relations Board to have the Board supervise a strike vote. Similarly, an employers' organization may wish to apply for supervision of a lockout vote. The object of a strike vote is to determine in a democratic manner whether a majority of the employees are prepared to strike. Similarly, the object of a lockout vote is to determine whether a majority of the employers represented by the employers' organization are prepared to lock out their employees. In supervising a strike or lockout vote, the Board will appoint a supervising officer who may meet with the parties to set up the voting procedures, may attend during the vote and may also be present at the counting of the ballots. (For definitions of a strike and a lockout, see the Glossary on p. 27.) The Board's rules for supervision of a strike vote are included with Informational Bulletin 17-8?.

When can a legal strike occur?

No trade union may threaten to strike or cause a strike when a collective agreement is in force, or at any other time unless the strike is lawful (Section 105).

A strike can legally take place only if the following requirements are met:

A majority of employees must have voted in favour of a strike in a vote supervised by the Labour Relations Board, and a declaration of the result of the strike vote must have been filed with the Board (Sections 88-89).

The trade union must serve strike notice personally on the employer or the employers' organization, giving at least 72 hours notice of the date and time the strike will begin. It must also notify the Director of Mediation Services, or the mediator if one has been appointed (Section 90).

If a Disputes Inquiry Board has been established before a strike takes place, the strike cannot begin until 10 days after the Minister of Labour serves a copy of the recommendations of the D.I.B. on the parties, or if the Labour Relations Board supervises a vote on the recommendations of a D.I.B., until 72 hours after the Board notifies the parties of the results of that vote (Sections 102 and 105).

When there is a newly certified trade union but no collective agreement, a strike cannot begin until 30 days from the date the certificate is issued. If a notice to negotiate is given, by either the trade union or the employer, within 30 days from the date of certification, no strike can take place for a further 60 days from the date of service of that notice (Section 105). (This rule is different under construction registration.)

When can a legal lockout occur?

No employer or employers' organization may threaten a lockout, or lock out employees when a collective agreement is in force (Section 106(1)).

If an employer is acting alone, and is not represented by an employers' organization, no vote needs to be taken before a lockout decision. The requirements for notice and timing are, however, the same for a single employer as for an employers' organization.

A legal lockout can take place only if the following requirements are met (Section 106):

When an employers' organization is representing a number of employers, a majority of the employers must vote in favour of a lockout in a vote supervised by the Labour Relations Board.

A declaration of the result of the lockout vote must be filed with the Board, and the union be given 72 hours written notice of the date and time the lockout will begin. The Director of Mediation Services must be notified, as well as the mediator if one has been appointed (Section 90).

If a Disputes Inquiry Board has been established before a lockout takes place, a lockout cannot begin until 10 days after the Minister of Labour serves a copy of the recommendations of the D.I.B. on the parties, or if the Labour Relations Board supervises a vote on the recommendations of a D.I.B., a lockout can only begin 72 hours after the Board notifies the parties of the results of that vote (Section 102).

When there is a newly certified trade union but no collective agreement, a lockout cannot begin until 30 days from the date of certification. As with strikes, a notice to bargain will extend this no lockout period for a further 60 days. (Special provisions apply to construction registration.)

What happens if, after notice is given, a strike or lockout does not occur?

A new notice must be given to the parties involved and to the Director of Mediation Services stating the new time and place of the proposed strike or lockout. Unless there is a written agreement by the parties to the contrary, another 72 hours notice is required (Section 90-91).

Is a striking employee still considered an employee?

Yes. Although an employee is on a legal strike and not working and not entitled to pay, he or she is still considered an employee (Section 1(2)) and cannot be terminated simply because of being on strike. This provision does not mean all employees will be automatically recalled as soon as a strike or lockout is over. For example, markets may be lost, causing reduced production requirements. Back to work agreements are therefore an important part of the negotiation process. There is particular protection in the Act for pension rights and benefits (Section 137).

Is it legal for employees to picket during a strike or lockout?

Yes. During a strike or lockout, anyone, including an employee, is allowed to picket around but not on the place of employment, but they must not commit unlawful acts. Picketing that has become unlawful may be limited by court injunction. Alberta does not allow "secondary picketing" which is picketing somewhere other than the place of employment (Section 114).

When is a strike or lockout illegal?

In general, a strike or lockout is illegal if it occurs before the steps set out above have been taken, or if a collective agreement is in force. Firefighters and employees employed in hospitals as defined in the Hospitals Act may not strike or be locked out.

What can the parties do in the event of an illegal strike or lockout?

Any party alleging an illegal strike or lockout can ask the Board to hold a hearing on short notice. If the strike or lockout is illegal, the Board will order that it be stopped (Sections 105-107). The courts also have authority in this area.

If the strike or lockout involves firefighters or hospital workers, the Act gives additional powers; an employer may give a trade union alleged to be holding an illegal strike a notice of its intention to stop deducting and remitting union dues. The union then has 72 hours to ask the Board to determine whether an illegal strike has occurred. If the Board finds that a strike has taken place, it must allow the dues suspension for a one to six month period (Section 117.94).

What if the parties involved in an illegal strike or lockout do not obey the Board's order?

If a Board declaration is not complied with, the declaration may be filed by the Board with the clerk of the court in the judicial district in which the strike or lockout occurs. The declaration is then enforceable as a judgement of the court. It is both a criminal offence and contempt of court to knowingly violate a court order. With the consent of the Minister of Labour, a party can also be prosecuted directly for violating an order of the Board (Section 153).

ARBITRATION

Arbitration is the process in which a particular problem is turned over to a third party (an arbitrator or an arbitration board) for decision. There are two types of arbitration in labour relations in Alberta - **interest arbitration** and **rights arbitration** (also called grievance arbitration).

An arbitration board usually has three members. The trade union and the employer each appoint one member (nominees), and those two appoint a third person to be the chairperson. Frequently, particularly in rights arbitration, the parties will instead agree to a single arbitrator who will decide the case without nominees.

Do the parties have to accept an arbitration decision?

Yes. In interest arbitration the decision of the arbitration board is binding and results in a new collective agreement that is binding on all parties to the dispute.

In rights arbitration, the arbitrator or arbitration board's decision about the grievance is final and is binding on the employer, the employee or employees concerned and on the trade union. If it is not complied with, the decision (called "an award") can be filed in the Court of Queen's Bench and enforced as a court order.

An arbitration award cannot be appealed directly but the court can conduct a limited review and set aside any award made beyond the arbitrator's powers, or that involves unreasonable errors of law. Any such review must be filed in court within 30 days from the date the award was issued (Sections 117.9(4) and 129).

INTEREST ARBITRATION

Interest arbitration is used as a means of settling the terms of a new collective agreement, or amendments to an existing collective agreement. If during negotiations the parties cannot resolve a dispute, they may agree in writing to request the Minister of Labour to appoint a voluntary arbitration board to hear the dispute and to make a decision which is legally binding and must be accepted by both parties. In sectors where strikes and lockouts are not permitted, compulsory interest arbitration is the mechanism used to conclude a collective agreement when the parties cannot agree (Sections 115-117).

Can any parties agree to interest arbitration?

Yes, parties with the right to strike or lockout can agree to settle their collective bargaining dispute by voluntary binding arbitration (Section 115). Both parties must agree to this procedure in place of their strike or lockout options. It will lead to an arbitration hearing and an award which will bind them and form the basis for their new collective agreement.

How does a compulsory interest arbitration board establish a settlement?

When a hospital or firefighter dispute cannot be settled by collective bargaining the dispute will be resolved by a compulsory interest arbitration board. The Act requires that the arbitration board consider certain criteria, which are set out in section 117.8, to help it establish wages and benefits that are fair and reasonable to the employees and the employer and are in the best interests of the public.

RIGHTS ARBITRATION

Rights arbitration is used to settle differences between the employer, the union and employees with respect to the meaning of, or an alleged violation of, the collective agreement. Not all employee complaints can be arbitrated, only those covered by the terms of their collective agreement.

Most collective agreements include provisions for a **grievance procedure** to be followed where disputes arise over the interpretation, operation or violation of a collective agreement during the term of the agreement. Generally, the grievance procedure consists of three or four stages, with more senior persons from the union and from management attempting to resolve the problem at each stage. If a solution cannot be found, the problem may then go to rights arbitration.

If an agreement does not contain a grievance and arbitration procedure, the parties are required to follow the model collective agreement arbitration procedure set out in section 120 of the Labour Relations Act.

Does a trade union have to take every grievance to arbitration?

No, under most but not all collective agreements it is up to the trade union whether or not to pursue a case to arbitration, whether the grievance is one involving all the employees in the bargaining unit or just a single employee, such as a discipline or discharge case. The Act, recognizing that the union has considerable authority and control over the processing of grievances, requires unions to represent employees fairly with respect to their rights under the collective agreement.

This "duty of fair representation" requires the union to exercise its discretion in good faith, after studying the grievance and assessing its merits honestly and objectively, and after taking into account the significance of the grievance and its consequences for the employee on the one hand, and the legitimate interests of the union on the other. Making a mistake in the process, however, does not automatically make the union liable for the employee's loss.

Thus the union usually has the discretion to settle or refuse to pursue a grievance, but it commits an unfair labour practice if it dismisses a grievance in a manner that fails to meet this standard of "fair representation".

Union officers who agree to handle grievances must act with care in dealing with the rights of employees. Details of the duty of fair representation are more fully set out in Information Bulletin 21-86 available from the Board.

What can an employee do if he or she is not satisfied with the union's decision about an alleged grievance?

A member of a bargaining unit may appeal the decision under any procedures provided in the union's constitution or bylaws. Employees should carefully check the collective agreement to see exactly what rights it gives them.

Employees who believe the union's conduct has been unfair have the option of filing an unfair labour practice complaint with the Labour Relations Board alleging that they were not fairly represented by the trade union (Section 138(i)). This procedure is not, however, an appeal of the union's decision, and the Board will not interfere with a union's decision simply because the affected employee disagrees.

How long does rights arbitration take?

Unions and employers, through collective bargaining, are free to choose the system of arbitration that best suits their needs. Some systems take longer than others. If speed is important the parties should try to select arbitrators with time available to render a decision within a reasonable period. If the process is unreasonably delayed the Labour Relations Board has the power to try to speed up the process (Section 123).

UNFAIR LABOUR PRACTICES

The contravention of any provision of the Labour Relations Act by an employer, trade union or an employee may be considered an unfair labour practice.

A trade union, employee or individual may file an unfair labour practice complaint with the Board if it is felt that an employer has committed a breach of the Act. Similarly, an employer or employers' organization can file a complaint with the Board if it feels the union has committed an unfair labour practice. The Board has a form available for such complaints.

In either case, the prohibitions against unfair labour practices exist to maintain the rights and protections granted by the Act without interference or coercion.

What are examples of unfair labour practices?

The following actions are examples of unfair labour practices by employers:

- Altering the rates of pay or working conditions from the time an application for certification is filed until it is refused, or until 30 days after it is granted. The only exception to this restriction is when the change is based on established practice, on a collective agreement or when the employer has the union's consent (Section 136).

- Discriminating against an employee who is about to make or has made an application to the Board or who has given evidence to the Board at a hearing (Section 137(3)(h)).

- Bargaining with one trade union for a unit which is represented by another union (Section 137(3)(f)).

- Making it a condition of employment that a person not join a trade union (Section 137(3)(b)).

- Denying employees entitlements to pension rights or benefits because of their participation in a strike or lockout (Section 137(3)(f)).

- Participating in or interfering with the formation or administration of a trade union (Section 137(1)).

The following actions are examples of unfair labour practices by a trade union:

- Bargaining collectively or signing a collective agreement where it is known that another union is the bargaining agent (Section 138(b)).

- Interfering with or participating in the formation of an employers' organization (Section 138(c)).

- Attempting to organize on the employer's premises during an employee's working hours without consent (Section 138(d)).

- Using coercion or intimidation to encourage trade union membership (Section 138(e)).

- Requiring an employer to dismiss an employee who has been expelled from the trade union for a reason other than failing to pay dues (Section 138(f)).

- Discriminating against individuals when taking disciplinary action against them under the union's constitution (Section 138(g) and (h)).

- Expelling, disciplining or discriminating against individuals who have made an application or given evidence under the Labour Relations Act (Section 138(m)).

- Interfering with the performance of work because certain employees are not members of a particular trade union (Section 140).

The above are only examples of unfair labour practices; any contravention of the provisions of the Labour Relations Act is an unfair labour practice.

When a complaint of an unfair labour practice is made, what happens?

Usually, the Board appoints an officer to look into the complaint and to try to resolve it between the parties. If the officer is unable to settle the complaint, the

Board itself may hold an inquiry. At this hearing, all of the parties will have an opportunity to present evidence and arguments.

If the Board finds the complaint is justified, it may take whatever interim or final action it feels is necessary to rectify the breach of the Act complained of (Section 142(5)), including ordering that:

- the practice be stopped;

- an employee suspended or discharged be reinstated and compensated;

- an employee be reinstated or admitted as a member of a trade union; or

- an unfair disciplinary action or penalty be lifted, and compensation be paid.

The Board's finding of an unfair labour practice may also result in the granting or lifting of a certification or registration where this is appropriate.

The Board's power to remedy unfair labour practice complaints does not interfere with an employer's right to suspend, transfer, lay off or discharge employees for proper and sufficient cause (Section 143).

SUCCESSORS TO BARGAINING OBLIGATIONS

Certifications and Registration Certificates apply initially to a specified union, employer, or registered employers' organization. The Act recognizes that changes occur in the structure of companies and of trade unions, and that bargaining rights and obligations sometimes have to be modified to reflect these changes. The Board has a general power to reconsider and vary its certificates (Section 18). The Act also contains specific sections dealing with some of the more common changes.

What happens if a business is sold or disposed of?

If a business is sold, leased or transferred to another employer, the trade union's bargaining rights do not automatically cease; they continue to bind the successor. On application by an employer or trade union affected, the Board will look into the circumstances of the transaction to determine whether any existing certification or collective agreement remains in effect and is binding on the new employer (Section 132(1)).

Where a business is sold or merged with another business which already has a collective bargaining relationship with another trade union, any person or union affected can apply to the Board to determine the units of employees appropriate for collective bargaining; which trade unions, if any, should represent them; which collective agreements, if any, should remain in effect; and which certificates or amended certificates continue to apply (Section 132).

What happens if a trade union transfers its jurisdiction to another trade union?

If a trade union merges with another trade union, the successor union acquires the bargaining rights, privileges and duties of the previous union. Any person or union can apply to the Board for a declaration confirming this. Before this declaration is made, the Board will investigate the circumstances of the transaction to make sure the new trade union is indeed the true successor to the old union. When the Board is satisfied that the new union has properly taken over from the old union, it declares that the collective agreement and certification apply to the new trade union (Section 135). If a trade union simply changes its name, the Board will usually just reconsider the certificate and make the change using its powers under section 18.

What happens if a government body changes its structure?

As with private sector employers, the Act allows the Board to decide whether the new governing body of a municipality, hospital or similar institution acquires the bargaining obligations of its predecessor. This allows the Board to resolve any questions about whether any certificates or collective agreements will continue, or be modified, to suit the new circumstances (Section 134).

Can the Board treat two parties as one common employer?

Section 133 of the Act allows the Board to declare two or more business entities to be a common employer for the purposes of the Act. This can be done when, in the Board's opinion, related activities are being carried out under common control or direction through more than one business entity.

This section is aimed in part at the preservation of bargaining rights. It enables corporations to reorganize their affairs for tax, management or similar reasons without disrupting the labour relations of the business. It also allows the Board to intervene where an employer attempts to illegitimately divert business through a related company to avoid collective bargaining obligations or agreements. Making a common employer declaration is discretionary, and the Board will not use the section as an indirect method of certifying employees or to create units that are inappropriate for collective bargaining. Informational Bulletin 14-85 gives more detail on how to apply under this section.

CONCLUSION AND CAUTION

This booklet is, by necessity, a summary. Those seeking more detailed information should review the Act, the Board's Informational Bulletins and the decisions of the Board. Laws and policies may change. Anyone making a decision about their rights under the Act should not rely on this general guide but should seek the help of an experienced practitioner.

APPENDICES

Informational Bulletins

Bulletin Number	Topic
1-86	Sittings of the Board, Hearings and Adjournments
2-82	Applications for Determination of Whether a Strike or Lockout is Permitted
3-82	Applications for Certification
4-82	Bargaining Units in Hospitals and Nursing Homes
5-82	Registration in the Construction Industry - Applications for Registration
6-85	Requests for "Notices to Attend" or "Notices to Attend and Produce Documents"
7-82	Unfair Labour Practice Complaints
8-82	Filing of Documents
9-82	Community Health Units
10-82	The Effect of Registration in the Construction Industry
11-82	Construction Industry Bargaining Units
12-82	Printing Industry Bargaining Units
13-82	Evidence in Support of an Application for Certification; Direction to Apply for Certification
14-82	Officer's Investigation Report
15-82	Petitions
16-86	Application for Certification - Processing
17-82	Supervision of Strike and Lockout Votes
19-85	Applications under Section 133
20-85	Applications for Reconsideration
21-86	The Duty of Fair Representation

Glossary

Arbitration: a method of settling a labour-management dispute by having an impartial arbitrator or arbitration board render a decision that is binding on both the trade union and the employer.

Bargaining agent: a trade union acting on behalf of employees in collective bargaining or as a party to a collective agreement with an employer or employers' organization.

Bargaining unit: a group of employees appropriate for collective bargaining.

Cease-and-desist declaration: a declaration by the Labour Relations Board directing a party to stop an activity that is unlawful under the Labour Relations Act.

Certification: official recognition by the Labour Relations Board that a trade union is the exclusive bargaining representative for employees in a particular unit.

Collective agreement: an agreement in writing between an employer or an employers' organization and a bargaining agent, containing terms or conditions of employment which are binding on the employer, the trade union and the employees covered by the agreement.

Collective bargaining: a method of determining wages, hours and other conditions of employment through direct negotiations between a trade union and an employer.

Dispute: when an employer and a trade union representing the employees cannot agree upon the terms and conditions of a collective agreement.

Disputes Inquiry Board: a board established by the Minister of Labour to inquire into and endeavour to settle a collective bargaining dispute.

Duty of fair representation: the duty of a trade union to fairly represent employees in the bargaining unit with regard to their rights under the collective agreement.

Employers' organization: an organization of employers acting on behalf of a number of employers, having as one of its objectives the regulation of relations between employers and employees.

Good-faith bargaining: bargaining in which the two parties make every reasonable effort to reach a collective agreement.

Grievance: a disagreement over the interpretation of a provision in a collective agreement, or an allegation by one party that the other has violated the terms of the agreement.

Labour Relations Act: the basic statute regulating labour relations and collective bargaining in Alberta.

Labour Relations Board: the agency established under the Labour Relations Act to administer the Labour Relations Act.

Lockout: the closing of a place of employment by an employer, the suspension of work by an employer, or the refusal by an employer to continue to employ employees for the purpose of compelling his/her employees, or to aid another employer in compelling his/her employees to accept terms or conditions of employment.

Lockout notice: an announcement of an employer's intention to lock out employees, given in writing by an employer to the trade union.

Lockout vote: a vote of an employers' association to decide if members wish to take lockout action.

Mediation: a method of encouraging and assisting in the settlement of collective bargaining disputes in which the parties to a dispute use a third person - called a mediator - to assist them.

Mediator: a person appointed by the Director of Mediation Services or, in some cases, agreed upon by the employer and the trade union to mediate.

Notice-to-bargain: a notice, served by either the trade union or employer on the other, to initiate collective bargaining.

Officer: a person designated by the Chairman of the Labour Relations Board as an officer of the Board for the purposes of the Labour Relations Act.

Open period: the period of time during which certain applications to the Labour Relations Board can be made.

Picketing: patrolling around but not on an employer's premises to increase the pressure on the employer to come to an agreement with the trade union.

Raiding: an attempt by one trade union to induce members of another trade union to support the new trade union.

Representation vote: a vote ordered by the Labour Relations Board to determine whether employees in a bargaining unit want to have a particular trade union represent them as their bargaining agent.

Returning Officer: a person in charge of a vote.

Strike: a cessation of work, a refusal to work, or a refusal to continue to work, by two or more employees acting in combination with a common understanding for the purpose of compelling their employer or an employers' organization to

agree to terms or conditions of employment, or to aid other employees to compel their employer or employers' organization to accept terms or conditions of employment.

Strike notice: an announcement that the employees will go out on strike at a certain time, given in writing to the employer by the trade union.

Strike vote: a vote by employees to decide if they are prepared to take strike action to settle a dispute.

Successor employer: an employer who becomes bound to a collective agreement or a certificate that was binding on another employer.

Successor union: a trade union that succeeds and takes over from another trade union by means of a merger, amalgamation or transfer of jurisdiction, and acquires the rights of the previous union under a certificate or a collective agreement.

Trade union: an organization of employees that has a written constitution, rules or bylaws, and has as one of its objectives the regulation of relations between employers and employees.

Unfair labour practice: a contravention of any provision of the Labour Relations Act committed by an employer, employers' organization, trade union or individual.

Union security clause: a provision in a collective agreement making trade union membership compulsory for all or some of the employees in a bargaining unit.

Wages: any salary, pay, overtime pay and any other remuneration for work or services however computed, but does not include tips and other gratuities.

Work stoppage: an unlawful strike of employees, usually of very short duration.